

BEFORE THE BOARD OF COUNTY COMMISSIONERS

LEWIS COUNTY, WASHINGTON

APPROVAL OF INTERLOCAL AGREEMENT }
BETWEEN LEWIS COUNTY AND THE }
CITY OF CHEHALIS }

RESOLUTION NO. 10-353

WHEREAS, the Board of County Commissioners has reviewed an Interlocal Agreement between Lewis County, Washington, and the City of Chehalis, copies of which are attached to this resolution; and

WHEREAS, the City of Chehalis has equipment and personnel to provide Vaccon services (cleaning catch basins) to Lewis County and that Lewis County has insufficient personnel/equipment to accomplish said work; and


WHEREAS, this Interlocal Agreement will be for a period of 5 years, expiring December 31, 2015 and can be terminated by either party upon written notice; and

WHEREAS, it appears to be in the best public interest to authorize the execution of said Interlocal Agreement for Lewis County;

NOW THEREFORE BE IT RESOLVED that the aforesaid Interlocal Agreement is hereby approved and the Board of County Commissioners is authorized to sign the same.

DONE IN OPEN SESSION this 27th day of December, 2010

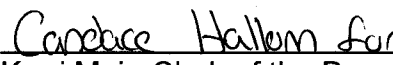
APPROVED AS TO FORM:
L. Michael Golden, Prosecuting Attorney



By: Civil Deputy

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

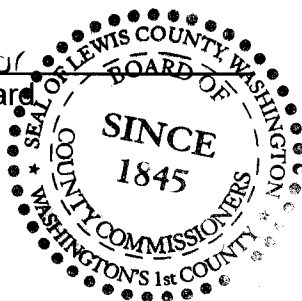

P.W. Schulte, Chairman

ATTEST:


Karri Muir, Clerk of the Board


Ron Averill, Vice Chairman


F. Lee Grose, Member



INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into pursuant to authority of R.C.W. 39.34.080 and in conformance with R.C.W. 43.09.210, this 27th day of December, 2010, by and between LEWIS COUNTY, Washington a political subdivision of the State of Washington, hereinafter referred to as the "County", and the City of Chehalis, a municipal corporation hereinafter referred to as the "Municipality",

WITNESETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

1. In the event the County requests that the Municipality perform work of the manner described below and guarantees reimbursement to the Municipality for all work done, the Municipality will upon written notification, provide all necessary labor and equipment incidental to providing such work in the County of Lewis, Washington, or areas in which the County has legal authority to perform the following work:

- a. Provide Vaccon services (cleaning catch basins) to the County as requested at a cost of \$125.00 per hour with a two hour minimum.
2. Each and every work request shall be submitted in writing via letter or email sent to the Chehalis Public Works Director and/or their designated person;
3. Upon completion of the requested work the Municipality will submit an invoice to the Lewis County Public Works Department who will forward it to the Lewis County Fiscal Division for processing.
4. County hereby agrees to reimburse the Municipality for all work done based upon the agreed hourly rate and an administrative fee of 5% or \$100, whichever is greater.
5. County certifies and warrants that it has the legal authority to accomplish the work with its own forces at the location specified in the written work request, but in fact has insufficient personnel/equipment to accomplish said work.
6. It is understood and agreed that the time and hours of performance of reimbursable work is at the Municipality's discretion and all reimbursable work as provided for hereto shall be accomplished only, and if, such work does not interrupt or interfere with the Municipality's regularly scheduled road maintenance activities.

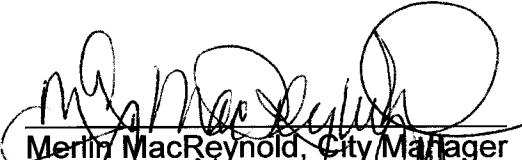
7. It is understood that the County has total responsibility for having in its name all necessary property rights prior to maintenance by the Municipality. The County shall be responsible for obtaining any permits necessary for the performance of the reimbursable work.
8. It is understood and agreed between the parties hereto that the County agrees to protect, defend, indemnify and hold harmless the Municipality, its council, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs, and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of the Agreement by the Municipality, except insofar as any obligation or responsibility is imposed upon the Municipality by statute. County has negotiated and expressly waives any immunity that may be granted it under the Washington Industrial Insurance Act.
9. County hereby confers on the Municipality the authority to perform the category of work listed in paragraph one within the County's jurisdictional limits for the purpose of carrying out this Agreement.
10. The Municipality is a contractor of services only and does not purport to represent the County professionally other than in providing the service requested by the County. As an independent contractor, the Municipality shall control personnel standards of performance, discipline and all other aspects of performance, including that of the dedicated on-site staff.
11. This Agreement will expire December 31, 2015, unless otherwise terminated. Either party may terminate this agreement by depositing in the mail a notice of termination address either the City of Chehalis Public Works Director or the City Manager, respectively.

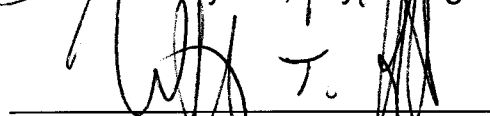
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

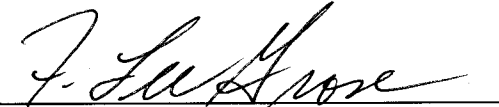
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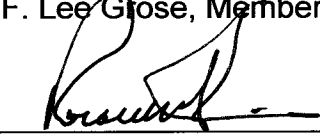
CITY OF CHEHALIS

BOARD OF COUNTY COMISSIONERS
LEWIS COUNTY, WASHINGTON


Merlin MacReynold, City Manager


William Hillier, City Attorney


F. Lee Grose, Member



Ron Averill, Vice Chairman


P.W. Schulte, Chair

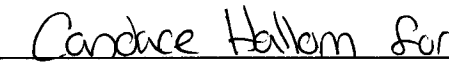
APPROVED AS TO FORM:


Michael Golden, Prosecuting Attorney

ATTEST:


Judith A. Schave, City Clerk

ATTEST:


Karri Muir, Clerk of the Board

